

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM493695

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hubbub Health, Inc.		08/31/2018	Corporation: OREGON
RECEIVING PARTY DATA			
Name:	Onlife Health, Inc.		
Street Address:	1 Cameron Hill Circle		
City:	Chattanooga		
State/Country:	TENNESSEE		
Postal Code:	37402		
Entity Type:	Corporation: TENNESSEE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	86574974	GAMIFICATION FOR THE HEALTH OF IT	
Registration Number:	4151424	PLAY WELL TOGETHER	
Registration Number:	4206996	HUBBUB	
Registration Number:	4151423	HUBBUB	
Registration Number:	4206995	HUBBUB PLAY WELL. TOGETHER.	
Registration Number:	5196120	HUBBUB360	
CORRESPONDENCE DATA			
Fax Number:	6152446804		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	615-850-8741		
Email:	trademarkdocket@wallerlaw.com		
Correspondent Name:	Robert P. Felber, Jr.		
Address Line 1:	c/o Waller Lansden Dortch & Davis, LLP,		
Address Line 2:	511 Union Street, Suite 2700		
Address Line 4:	Nashville, TENNESSEE 37219		
ATTORNEY DOCKET NUMBER:	021110.83963		
NAME OF SUBMITTER:	Robert P. Felber, Jr.		
SIGNATURE:	/ROBERT P. FELBER, JR./		
DATE SIGNED:	10/12/2018		

OP \$165.00 86574974

Total Attachments: 9

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ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (along with the exhibits and schedules hereto, this "Agreement") is made as of August 31, 2018 by and among Onlife Health, Inc., a Tennessee corporation (the "Purchaser"), Hubbub Health, Inc., an Oregon corporation (the "Seller") and the Guarantor (as defined below) (solely for purpose of Section 7.7 and the other provisions in which the Guarantor is named). Certain terms used in this Agreement shall have the meaning ascribed to them in Section 0 hereof.

RECITALS

WHEREAS, the Seller operates a business that provides certain software and services to help individuals achieve healthier lifestyles ("Business");

WHEREAS, Purchaser wishes to acquire certain intellectual property from Seller; and

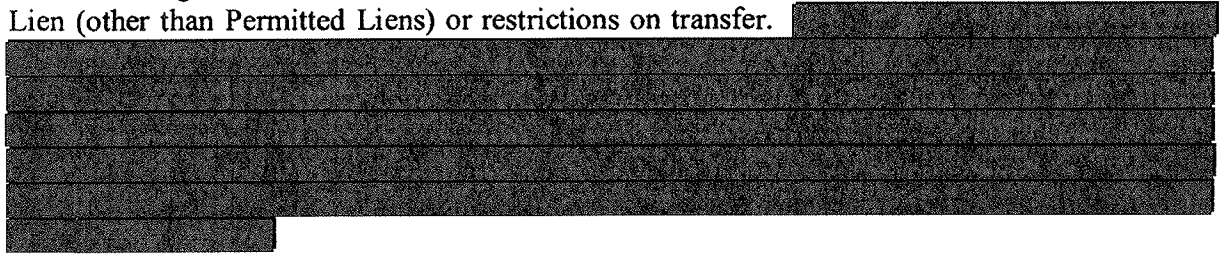
WHEREAS, on the terms and subject to the conditions set forth herein, the Seller desires to sell, transfer and assign to the Purchaser, and the Purchaser desires to purchase, acquire and assume from the Seller, the Transferred Assets and the Assumed Liabilities in accordance with the terms and conditions of this Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, the parties hereto agree as follows:

1. Transfer of Transferred Assets and Assumed Liabilities.

1.1 Transfer of Transferred Assets. Subject to the terms and conditions of this Agreement and in reliance on the representations, warranties and covenants set forth herein, at the Closing, the Seller agrees to sell or otherwise to convey, assign, transfer, deliver and set over to the Purchaser, and the Purchaser agrees to purchase, acquire and assume from the Seller, all of the Seller's rights in, to and under all of the Transferred Assets, in each case free and clear of any Lien (other than Permitted Liens) or restrictions on transfer.




1.2 Assumption of Assumed Liabilities. Subject to the terms and conditions of this Agreement and in reliance on the representations, warranties and covenants set forth herein, at the Closing, the Seller agrees to assign to the Purchaser, and the Purchaser agrees to assume, and thereafter pay, perform or discharge when due or required to be performed, as the case may be, only the Assumed Liabilities and no other liabilities. Notwithstanding anything to the contrary contained herein, the Purchaser shall not assume, take subject to or otherwise be or become responsible at any time for any Excluded Liability. The Seller covenants and agrees to

IN WITNESS WHEREOF, the undersigned have hereunto set their hands under seal as of the day and year first above written.

PURCHASER:

ONLIFE HEALTH, INC.

By: 
Name: J. Mark McConnell
Title: President/CEO

SELLER:

HUBBUB HEALTH, INC.

By: _____
Name: Robert M. D. MacNaughton
Title: President

IN WITNESS WHEREOF, the undersigned has hereunto set its hand under seal as of the day and year first above written solely for the purposes of acknowledging and agreeing to Section 7.7 and the other provisions in which the Guarantor is named.

GUARANTOR:

CAMBIA HEALTH SOLUTIONS, INC.

By: _____
Name: Mark B. Ganz
Title: President/CEO

[Signature Page to Asset Purchase Agreement]

IN WITNESS WHEREOF, the undersigned have hereunto set their hands under seal as of the day and year first above written.

PURCHASER:

ONLIFE HEALTH, INC.

By: _____
Name: J. Mark McConnell
Title: President/CEO

SELLER:

HUBBUB HEALTH, INC.

By: _____
DocuSigned by:
Robert M. D. MacNaughton
E670598D136443D
Name: Robert M. D. MacNaughton
Title: President

IN WITNESS WHEREOF, the undersigned has hereunto set its hand under seal as of the day and year first above written solely for the purposes of acknowledging and agreeing to Section 7.7 and the other provisions in which the Guarantor is named.

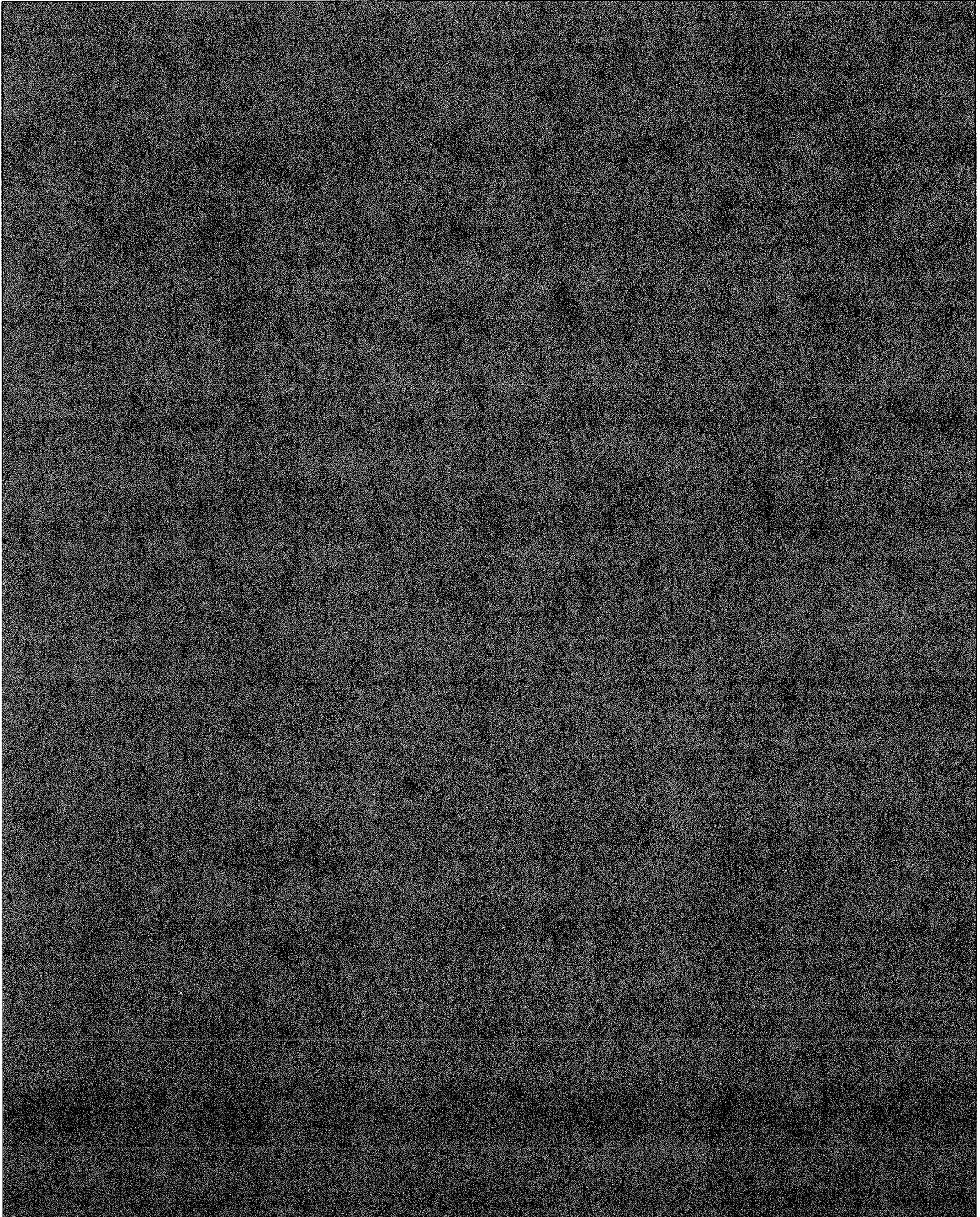
GUARANTOR:

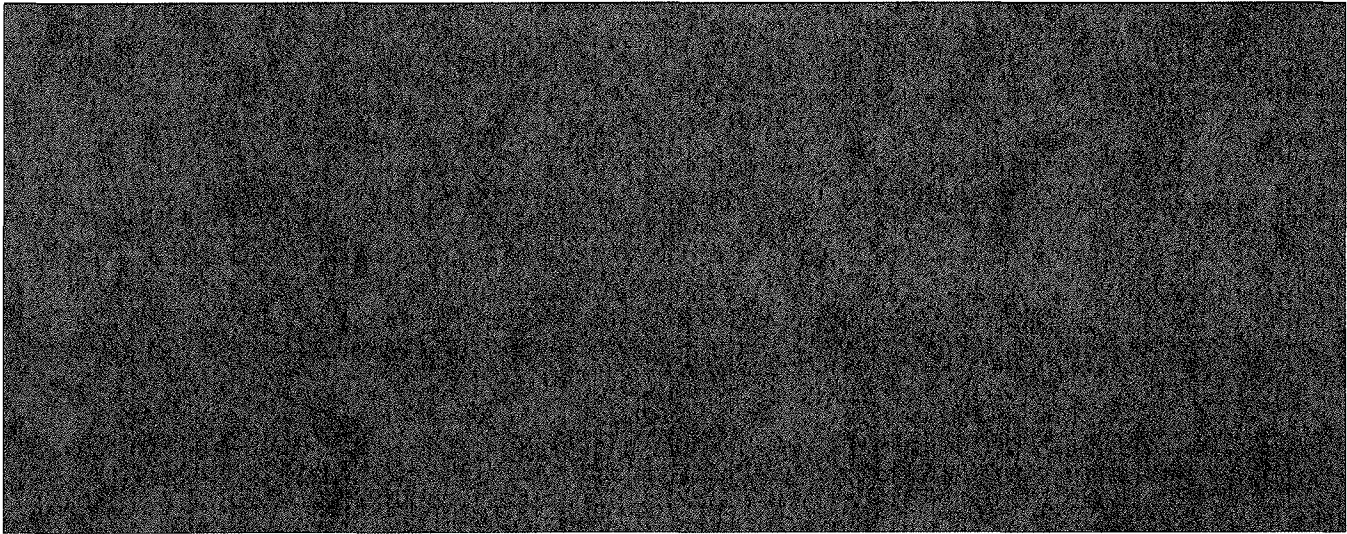
CAMBIA HEALTH SOLUTIONS, INC.

By: _____
DocuSigned by:
Mark B. Ganz
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Name: Mark B. Ganz
Title: President/CEO

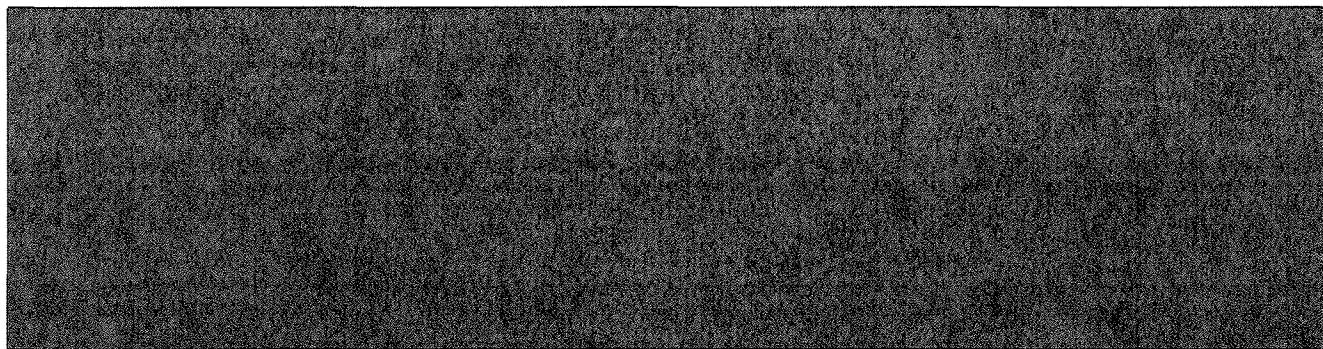
[Signature Page to Asset Purchase Agreement]

Schedule 3.7(a) – “Transferred Assets”





- 9) Intellectual Property related to hubbub health, Inc., including the following Trademarks and associated goodwill:
- a) Registered trademarks:
 - i) PLAY WELL TOGETHER (Registration No. 4151424)
 - ii) HUBBUB (Registration No. 4151423)
 - iii) HUBBUB PLAY WELL TOGETHER (Design Mark) (Registration No. 4206995)
 - iv) HUBBUB (Design Mark) (Registration No. 4206996)
 - v) HUBBUB360 (Registration No. 5196120)
 - b) Trademark applications for:
 - i) Gamification for the Health of It (Serial No. 86574974)



ASSIGNMENT OF PROPRIETARY RIGHTS

THIS ASSIGNMENT OF PROPRIETARY RIGHTS (this "Assignment"), dated as of August 31, 2018, is made by **HUBBUB HEALTH, INC.**, an Oregon corporation ("Assignor"), and **ONLIFE HEALTH, INC.**, a Tennessee corporation ("Assignee").

WHEREAS, this Assignment is entered into pursuant to that certain Asset Purchase Agreement (the "Purchase Agreement"), dated as of August 31, 2018, by and among Assignee and Assignor; and

WHEREAS, in connection with the transactions contemplated by the Purchase Agreement, Assignor has agreed to assign, convey, transfer and deliver to Assignee all of Assignor's right, title and interest in and to the Transferred Assets as defined in the Purchase Agreement (the "Proprietary Rights").

NOW, THEREFORE, pursuant to the Purchase Agreement and in consideration of the premises set forth therein and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignment of Proprietary Rights. In accordance with and subject to all of the terms and conditions of the Purchase Agreement, effective as of the date hereof, has sold, assigned and transferred to Assignee, and hereby does sell, transfer and assign to Assignee, all of Assignor's right, title and interest in and to all of the Proprietary Rights, which assignment shall include, without limitation:

(i) Assignor's entire right, title and interest in and to any Patents included within the Proprietary Rights;

(ii) Assignor's entire right, title and interest in and to any Trademarks included in the Proprietary Rights, and in and to all of the goodwill of the business associated with the Trademarks, together with that portion of Assignor's business to which the Trademarks pertain;

(iii) Assignor's entire right, title and interest in and to any Copyrights included in the Proprietary Rights; all author's rights; the right to prepare, reproduce and distribute copies, compilations, and derivative works; all copyright licenses and interests of every kind and nature;

(iv) The right to assign or license the Patents, Copyrights and/or Trademarks included in the Proprietary Rights; and

(v) All claims for damages by reason of past or current infringement of same, with the right to sue for and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives.

This agreement shall be binding upon and shall inure to the benefit of the respective successors and permitted assigns of Assignor and Assignee.

2. Conflict with Purchase Agreement. Nothing herein shall be deemed to limit the rights, duties and obligations of the parties under the Purchase Agreement and, to the extent there is a conflict between the terms and conditions of this Assignment and the Purchase Agreement, the terms and conditions of the Purchase Agreement shall govern, supersede and prevail.

3. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

4. Governing Law. This Assignment shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

5. Definitions. Capitalized terms used but not defined herein shall have those meanings assigned to them in the Purchase Agreement.

[Signature Page Follows]


IN WITNESS WHEREOF, Assignor has executed or caused this Assignment of Proprietary Rights to be duly executed by an authorized officer as of the date first above written.

ASSIGNOR:
HUBBUB HEALTH, INC.

By: _____
Name: Robert M. D. MacNaughton
Title: President

Agreed to and Acknowledged by:

ASSIGNEE:
ONLIFE HEALTH, INC.

By:  _____
Name: J. Mark McConnell
Title: President/CEO

On this 31st day of August, 2018

Signature page of Proprietary Rights Assignment

IN WITNESS WHEREOF, Assignor has executed or caused this Assignment of Proprietary Rights to be duly executed by an authorized officer as of the date first above written.

ASSIGNOR:
HUBBUB HEALTH, INC.

By: DocuSigned by:
Robert M. D. MacNaughton
E67059BD136443D...
Name: Robert M. D. MacNaughton
Title: President

Agreed to and Acknowledged by:

ASSIGNEE:
ONLIFE HEALTH, INC.

By: _____
Name: J. Mark McConnell
Title: President/CEO

On this 31st day of August, 2018

Signature page of Proprietary Rights Assignment